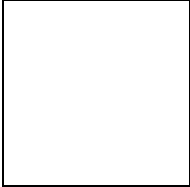


The following is the Table of Contents for the Internet Bid Package documents.

03A1271a.doc	Invitation For Bid (IFB) Package, 18 pages
03A1271b.doc	Bid Proposal, 2 pages
03A1271c.doc	Sample Agreement, 16 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 03A1271	
	Bid Due Date: Sept. 28, 2006 Bid Due Time: 2:15 P.M. Bid Opening Time: 2:30 P.M. Attn: Bill Johnson	
	Department of Transportation, MS-66 Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!***September 1, 2006****INVITATION FOR BID (IFB)
IFB # 03A1271
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled 03A1271, Motel Room Rentals. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone Number (916) 227-6075, Fax Number (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Bill Johnson
Department of Transportation
Phone Number (916) 227-6071
Fax Number (916) 227-6159

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Bill Johnson
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section B1, Time Schedule** for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 5 (Exhibit A)**.

B) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME
		(Pacific Daylight Time)
IFB available to prospective bidders	09/01/06	
Written Question Submittal	09/14/06	
Final Date and Time for Bid Submission	09/28/06	2:15 PM
Bid Opening	09/28/06	2:30 PM
Proposed Award Date (estimated)	11/01/06	

2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by the above date.
- b) Written questions must include the individual's name, firm name, complete address and must reference the IFB Number. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Bill Johnson
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 5 , Exhibit E** for the applicable specific Insurance requirements and coverage limits.

5. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number:
IFB Name:
Firm Name:
Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 4, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.

- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 306** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

6. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The award of the contract, if awarded, will be made to the lowest responsible and responsive bidder. A responsive bid is one that complies with all of the specifications in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

7. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the

agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

8. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- g) All performance under the contract shall be completed on or before the termination date of the contract.
- h) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without

collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.

- i) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- j) No oral understanding or agreement shall be binding on either party.

Attachment 2

CCC-1005

a) CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

I. CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Attachment 2

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering

Attachment 2

services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

Attachment 2

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment 3

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending: _____		

Attachment 3

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Attachment 4

Invitation for Bid 03A1271

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

Attachments

Attachment Name/Description

_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 1005). The CCCs can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Bid/Bidder Certification Sheet
_____ Attachment 4	Attachment Check List

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

AGREEMENT NUMBER
03A1271
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

2. The term of this **11/01/2006** through **10/31/09**
Agreement is:

3. The maximum amount
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 306)	
Exhibit D - Special Terms and Conditions	3 Pages
Exhibit E – Additional Provisions	2 Pages
Attachment 1 - Bid Proposal	1 Page
Attachment 2 – Site Inspection Criteria Rating Sheet	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Department)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1727 30th Street
Sacramento, CA 95816

**California Department of
General Services Use Only**

☒ Exempt per:
Exemption Notice 11.8

EXHIBIT A Standard Agreement

SCOPE OF WORK

1. Contractor agrees to provide motel room rentals to the Department of Transportation (Department), as described herein:

This is a single-award, on-call, as needed daily rate service contract for motel room rentals to house Caltrans employees brought into the South Lake Tahoe and area in the Sunrise Region of District 03 for snow removal, storms, emergencies and other work related activities.

2. This Agreement shall begin on November 1, 2006, contingent upon approval by the State, and expire on October 31, 2009, unless extended by amendment.
3. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor:
Section/Unit: District 3 Sunrise Region	Section/Unit:
Contract Manager: John Stenzel	Project Manager:
Address: 3165 Gold Valley Drive, RM 111	Address:
Rancho Cordova, CA 95742	
Bus. Phone No.: (916) 322-9607	Bus. Phone No.:
Fax No: (916) 322-0231	Fax No:

4. Detailed description of work to be performed and duties of all parties:

A. Specification Requirements for Proposed Motel Accommodations

Contractor's facility must adhere and meet the following **Health & Safety Code** criteria:

- 1) Building exteriors shall be protected against weather, i.e., painted or otherwise sealed. They shall be maintained in such a manner as to prevent the weather from getting inside the units. Roofs shall have no signs of leaks or buckling.
- 2) No broken windows. Windows must be openable and lockable. Window screening is required to prevent access of insects into units.
- 3) Flooring shall be clean; carpets shall not represent trip hazards. Bathroom floors shall be cleanable (no carpet) and be maintained in a clean manner.
- 4) Walls and ceilings must be clean, with no visible ceiling leaks, and no signs of deterioration.

EXHIBIT A
Standard Agreement

- 5) Common doors between units shall be lockable from both adjoining rooms. Exit doors shall be openable without the use of a key or requiring special knowledge or skill.
- 6) The unit shall be adequately heated, able to provide seventy (70°F) degrees three (3) feet off the floor.
- 7) Bathroom must have ventilation, either mechanical exhaust or an openable window.
- 8) All plumbing fixtures shall be connected to a sanitary sewer or to an approved private sewage disposal system. Fixtures shall be connected to an approved system of water supply and provide with hot (110°F minimum) and cold running water necessary for normal operation and shall be of an approved glazed earthenware type or of a similarly nonabsorbent material.
- 9) Smoke detectors will be required in each room. The Contractor shall be responsible for testing and maintaining detectors.
- 10) Contractor shall supply towels daily. No towel shall be maintained for common use(*). Towels must be laundered between consecutive uses by methods approved by the Health Department per Section 3801 of the Health & Safety Code.

(*) Common use defined:
“**Common use**” when **applied to a towel** means its use by, or for, more than one person without it being laundered between consecutive uses thereof by methods prescribed by or acceptable to the State Department of Health Services.
- 11) Contractor shall provide daily maid service. The bed linen in each room shall be changed before a new guest occupies the room and every other day thereafter during the term of stay. Every part of the bed, including the mattress, sheets, blankets and bedding shall be kept in a clean, dry and sanitary condition, free from filth, urine, or other foul matter and from the infection of lice, bedbugs or other insects.
- 12) The Contractor shall provide drinking utensils and ice buckets for each room daily. No drinking utensils or ice buckets shall be maintained for common use (**), or be permitted to be so provided or exposed, or allowed to be used in common, any cups, glass, or other receptacle used for drinking purposes per Section 3700 of the Health and Safety Code.

(**) Common use defined:

EXHIBIT A
Standard Agreement

“Common use” when applied to drinking utensils and ice buckets is defined as its use for drinking purposes by, or for, more than one person without its being thoroughly cleansed and sterilized between consecutive uses thereof by methods prescribed by or acceptable to the State Department of Health Services.

- 13) Where above specifications reference clean or allows room for a determination factor as to whether the room or facility is acceptable or meets the above criteria, the Contract Manager or their authorized representative shall make the final determination.
- 14) Rooms shall have televisions with multi-channel capabilities.
- 15) Rooms shall be equipped with telephones and the tenants occupying the room shall be responsible for all charges incurred during their stay.

B. Site Inspection of Proposed Bidders’ Facilities

1. The Contract Managers and/or their designees shall perform an unannounced site inspection of each Contractor’s proposed facility after the bid opening, but prior to the award process to determine qualified bidders and whether the criteria of this bid package has been complied with.
2. The Contract Manager and/or their designees shall perform all unannounced site inspections between the hours of 9:00 AM and 5:00 PM. During the unannounced site inspection a “Site Inspection Criteria Rating Sheet” (Attachment 2) will be completed for each proposed facility.
3. Upon completion of all unannounced site inspections the proposed bidders will be notified in writing as to the acceptance or rejection of their bids.

C. Location and Rooms Requested

South Lake Tahoe:

Contractor’s place of business must be located within a ten (10) mile radius of the South Lake Tahoe Maintenance Station in Meyers, Route 89 (1/4-mile South of Highway 50).

Winter Season:

- a. Contractor shall reserve five (5) rooms, Sunday through Thursday.
- b. Contractor shall reserve five (5) rooms, Friday, Saturday and Holidays

EXHIBIT A
Standard Agreement

D. Response to Service Calls

The Contractor shall provide on-call services on a 24-hour per day, 7-days per week basis. Contractor's place of business or branch office shall be within or adjacent to the County of the designated service area(s).

E. Request for Service

1. The Contractor shall respond to service requests transmitted by the Contract Manager or his/her authorized representative. In no case shall the Contractor engage in any solicitation of business that might subject the State to any liability for payment.
2. The State recognizes the Contractor's need to rent rooms to available customers in the order in which they are received; however, the Contractor has agreed to reserve a specified number of rooms per the contract language. Any delay or failure to supply room rentals per the terms of this Agreement shall be considered non-conformance and cause for cancellation of the contract and Caltrans shall contact the next lowest responsible contractor. If requested by the State, the Contractor shall show proof of proper scheduling.
3. Caltrans will only pay for room rentals requested by the contract Manager or his/her authorized representative. The Contract Manager or his/her authorized representative shall confirm with the Contractor the location and number of room rentals required. This notification shall be the complete instruction and authorization for the proposed room rentals and the Contractor shall comply fully with all particulars thereof.

F. Contractor's License

- 1) The Contractor shall keep himself fully informed of all existing and future State laws, and comply with all applicable County and municipal ordinances and regulations, which in any manner affect their employees or place of business.
- 2) The Contractor shall be properly licensed in accordance with the laws of the State of California.
- 3) All permits and licenses required by local ordinances are to be secured and paid for by the Contractor.

EXHIBIT A
Standard Agreement

G. Caltrans Designated Representatives

The list of designated Caltrans representatives can be altered without contract amendment, but only by written notice to the Contractor(s) and signed by the appropriate Region Manager for the Sunrise Region.

The list of designated Caltrans representatives is as follows:

Sunrise Region Representatives

- 1) Pete Azevedo (Region Manager)
- 2) Darrell Uppendahl
- 3) Norm Butts
- 4) Brian Carlson
- 5) Donna Maxler
- 6) Ed Ingram

H. Winter Season Room Rentals

1. The Contractor shall charge only for rooms confirmed by a designated Caltrans representative.
2. Caltrans will confirm the number of rooms needed before the cut-off times as indicated in this Agreement. Confirmation will consist of notification by telephone or in person by one (1) of the designated Caltrans representatives listed above. Notice is not required when no rooms are needed.
3. Winter Season:
 - a. Winter seasons referenced in this contract will cover the following time period:

October 1 through April 30
 - b. Winter Motel Room Rentals
 - 1) The Contractor shall reserve the specified number of rooms, per location, each day for Caltrans employees. Rooms shall contain a minimum of two (2) beds. On each Sunday through Thursday, rooms are reserved until noon. Rooms not confirmed by a designated Caltrans representative before noon will then be available for other customers.
 - 2) On Fridays, Saturdays and Holidays, the Contractor shall reserve the specified number of rooms per location until 5:00 PM the day before.

EXHIBIT A
Standard Agreement

Rooms not confirmed by a designated Caltrans representative by 5:00 PM the day before the Friday or Saturday will then be available to other customers.

I. Allowable Costs and Payments

1. Payment will be at the rate bid. The payment shall include full compensation for furnishing all motel room rentals, materials, supplies, consumable or replacement parts. No additional compensation shall be allowed for specialized equipment and/or disposal fees.
2. The Contractor shall charge only for rooms confirmed by the designated Caltrans representatives.
3. Profit, overhead markup and tax must be included in the rate bid.
4. Payment will be made for actual number of motel room rentals requested by the authorized Caltrans representative(s) listed in this Agreement. Payment will be made based on Contractor's itemized invoice (see Exhibit B, Item 1D), and confirmation and approval by the Caltrans Contract Manager or his/her designated representative.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, Attachment 1, and made a part of this Agreement. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Itemized invoices shall include this Agreement Number and shall be signed and submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
 District 3 – Sunrise Region
 Attention: John Stenzel
 3165 Gold Valley Road, Room 111
 Rancho Cordova, CA 95742-6588
- C. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.
- D. Invoices shall be submitted showing the Department Work Breakdown Structure (WBS) element for each billable hour increment. When Work Orders are assigned, the appropriate WBS level will be identified by the Contract Manager.
- E. Progress payments will be made based on services provided and actual costs incurred. Not less than 10 percent of the Agreement amount shall be withheld pending final completion of the Agreement. The retention amount will be paid to the Contractor after the State has evaluated the Contractor's performance and made a determination that all Agreement requirements have been satisfactorily fulfilled.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the

EXHIBIT B

Standard Agreement

State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

Total amount of this Agreement shall not exceed TBD.

5. Rates

Rates for these services may be found on Attachment 1 of this document.

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

7. Cost Principles

- A. The contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowable individual items of cost.
- B. The contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

EXHIBIT B
Standard Agreement

- C. Any costs for which payment has been made to contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

8. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

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Page 1 of 1

EXHIBIT C
Standard Agreement

EXHIBIT D
Standard Agreement

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

EXHIBIT D
Standard Agreement

4. Default

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Should he/she default on the Agreement, he/she may be liable to the State for damages including the difference between their original bid price and the actual cost of performing their work by another contractor.

5. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

7. Laws to be Observed

The contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or

EXHIBIT D
Standard Agreement

inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

8. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

EXHIBIT E
Standard Agreement

ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.
 - 1. Commercial General Liability
 - a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
 - b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.
 - 2. Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required. an annual aggregate amount of **\$2,000,000** shall be provided.

EXHIBIT E
Standard Agreement

2. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

Attachment 2
SITE INSPECTION CRITERIA RATING SHEET

Business Name: _____

Address: _____

Telephone: _____

Business Rep: _____

Date/Time of Inspection : _____

Caltrans Rep Performing Inspection: _____

	DESCRIPTION	YES	NO
A	<p>Building exteriors shall be protected against weather, i.e. painted or otherwise sealed. They shall be maintained in such a manner as to prevent the weather from getting inside the units. Roofs shall have no signs of leaks or buckling.</p> <p>Inspector's Comments:</p>		
B	<p>No broken windows. Windows must be operable and lockable. Window screening is required to prevent access of insects into units.</p> <p>Inspector's Comments:</p>		
C	<p>Flooring shall be clean. Carpets shall not represent trip hazards. Bathroom floors shall be cleanable (no carpet) and be maintained in a clean manner.</p> <p>Inspector's Comments:</p>		
D	<p>Walls and ceilings must be clean, with no visible ceiling leaks or signs of deterioration.</p> <p>Inspector's Comments:</p>		
E	<p>Common doors between units shall be lockable from both adjoining rooms. Exit doors shall be operable without the use of a key or requiring special knowledge or skill.</p> <p>Inspector's Comments:</p>		
F	<p>The unit shall be adequately heated, able to provide seventy (70°F) degrees three (3) feet off the floor.</p> <p>Inspector's Comments</p>		
G	<p>Bathroom must have ventilation; either mechanical exhaust or an operable window.</p> <p>Inspector's Comments:</p>		

Attachment 2
SITE INSPECTION CRITERIA RATING SHEET

	DESCRIPTION	YES	NO
H	<p>All plumbing fixtures shall be connected to a sanitary sewer or to an approved private sewage disposal system. Fixtures shall be connected to an approved system of water supply and provided with hot (110°F minimum) and cold running water necessary for normal operation and shall be of an approved glazed earthenware type or of a similarly nonabsorbent material.</p> <p>Inspector's Comments:</p>		
I	<p>Smoke detectors will be required in each room. The Contractor shall be responsible for testing and maintaining detectors.</p> <p>Inspector's Comments:</p>		
J	<p>Contractor shall supply towels daily. No towel shall be maintained for common use (*). Towels must be laundered between consecutive uses by methods approved by the Health Department per Section 3801 of the Health & Safety Code.</p> <p>Inspector's Comments:</p>		
K	<p>Contractor shall provide daily maid service. The bed linen in each room shall be changed before a new guest occupies the room and every other day thereafter during the term of stay. Every part of the bed, including the mattress, sheets, blankets and bedding shall be kept in a clean, dry and sanitary condition, free from filth, urine, or other foul matter and from the infection of lice, bedbugs or other insects.</p> <p>Inspector's Comments:</p>		
L	<p>The Contractor shall provide drinking utensils and ice buckets for each room daily. No drinking utensils or ice buckets shall be maintained for common use (**), or be permitted to be so provided or exposed, or allowed to be used in common, any cup, glass, or other receptacle used for drinking purposes per Section 3700 of the Health and Safety Code.</p> <p>Inspector's Comments:</p>		
M	<p>Where above specifications reference <u>clean</u> or <u>allows room</u> for a determination factor as to whether the room or facility is acceptable or meets the above criteria, the Contract Manager or their authorized representative shall make the final determination.</p> <p>Inspector's Comments:</p>		
N	<p>Rooms shall have televisions with multi-channel capabilities.</p> <p>Inspector's Comments:</p>		
O	<p>Rooms shall be equipped with telephones and tenant(s) occupying the room shall be responsible for all charges incurred during their stay.</p> <p>Inspector's Comments:</p>		

CONTRACTOR'S NAME (Please Print):

BID PROPOSAL

ADM-1412 (REV. 11/99)

WINTER SEASON – SOUTH LAKE TAHOE

CONTRACT NO. 03A1271									SHEET 1 OF 1				
ITEM NO.	LOCATION	WINTER SEASON	DESCRIPTION	SUN-THURS (EST. USE) (ROOM NIGHTS)	RATE PER NIGHT	COLUMN A (100 X RATE) BID AMOUNT	FRI - SAT. (EST. USE)	RATE PER NIGHT	COLUMN B (75 X RATE) BID AMOUNT	HOLI-DAY (EST. USE)	RATE PER NIGHT	COLUMN C (25 X RATE) BID AMOUNT	COLUMN D (COLUMNS A+ B + C) TOTAL BID AMOUNT
1	South Lake Tahoe	11/01/06 Through 10/31/07	Standard Room with 2 beds. (1 or 2 persons)	100	\$_____	\$_____	75	\$_____	\$_____	21	\$_____	\$_____	\$_____
2	South Lake Tahoe	11/01/06 Through 10/31/07	Standard Room with 2 beds. (1 or 2 persons)	100	\$_____	\$_____	75	\$_____	\$_____	21	\$_____	\$_____	\$_____
Grand Total													\$_____ (Grand Total Column D)

- The estimated nights/month(s) indicated above are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact use that will be needed.
- In case of discrepancy between the rate and the total set forth for a unit basis item, the unit rate shall prevail.
- Any bid may be rejected if it is unreasonable as to price, unreasonableness or price includes not only the total price of the bid, but prices for individual line items as well.

BELOW IS A SAMPLE ONLY

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print): XYZ COMPANY

BID PROPOSAL

ADM-1412 (REV. 11/99)

SAMPLE ONLY

ADM-1412 (REV. 11/99)

SAMPLE ONLY							CONTRACT NO. 03A1271		SHEET 1 of 1				
ITEM NO.	LOCATION	WINTER SEASON	DESCRIPTION	SUN-THURS (EST. USE) (ROOM NIGHTS)	RATE PER NIGHT	Column A BID AMOUNT	FRI - SAT. (EST. USE)	RATE PER NIGHT	Column B BID AMOUNT	HOLI-DAY (EST. USE)	RATE PER NIGHT	Column C BID AMOUNT	Column D (Column A + B + C) TOTAL BID AMOUNT
1	Kyburz	11/01/06 Through 10/31/07	Standard Room with 2 beds. (1 or 2 persons)	5	\$ <u>74.00</u>	\$ <u>370.00</u>	5	\$ <u>99.00</u>	\$ <u>495.00</u>	5	\$ <u>110.00</u>	\$ <u>550.00</u>	\$ <u>1,415.00</u>
Total D													\$ <u>1,4150.00</u> (Grand Total Column D)